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28 **UNITED STATES BANKRUPTCY COURT**

DISTRICT OF NEVADA

IN RE:

CASH CLOUD INC.,
dba COIN CLOUD,

Debtor.

Case No.: BK-23-10423-MKN

Chapter 11

**ENIGMA SECURITIES LIMITED'S NOTICE OF DEPOSITION OF DEBTOR
CASH CLOUD INC., DBA COIN CLOUD, PURSUANT TO FRCP 30(b)(6)**

TO ALL INTERESTED PARTIES AND THEIR RESPECTIVE COUNSEL:

PLEASE TAKE NOTICE that on August 22, 2023 at 10:00 a.m. (PT), Enigma Securities

Limited (“Enigma”) will take the oral deposition of debtor Cash Cloud Inc., d/b/a Coin Cloud (hereinafter, the “Debtor” or “Coin Cloud”) pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure (the “FRCP”) and Rule 7030 of the Federal Rules of Bankruptcy Procedure. In accordance with its obligations under FRCP 30(b)(6), Coin Cloud shall produce a representative with knowledge and ability to testify regarding the topics for examination outlined below. The deposition will be taken at the offices of Shea Larsen at 1731 Village Center Circle, Suite 150, Las Vegas, Nevada 89134 before an officer authorized to administer oaths. The deposition will be recorded by stenographic means and oral examination will continue from day-to-day until completed.

TOPICS FOR EXAMINATION

1. The relationship between Coin Cloud and Enigma.
2. Coin Cloud’s knowledge regarding that certain Secured Loan Facility Agreement, dated as of April 22, 2022, by and between Enigma and the Debtor (as amended from time to time), together with all related loan documents.
3. Coin Cloud’s knowledge regarding Enigma’s security interest over the Collateral, as defined in that certain *Security Agreement*, dated as of April 22, 2022, by and between Enigma and Coin Cloud.
4. Communications and documents between Coin Cloud and Enigma during the course of the above-captioned chapter 11 case, including but not limited to, communications relating to Enigma’s Collateral.
5. Coin Cloud’s bankruptcy planning and filing.
6. The sales and marketing process for the sale of substantially all of Coin Cloud’s assets.
7. The conduct of the auction conducted on June 2, 2023 for Coin Cloud’s assets.
8. Any analysis, evaluation, or assessment of the digital currency machines sold to Heller Capital Group, LLC.
9. Any analysis, evaluation, assessment of the scope of the Collateral.

10. The preparation of (a) that certain document entitled “7.10.23 Coin Cloud – 506(c) Surcharge Analysis” sent on behalf of the Debtor to counsel for Enigma via email on July 10, 2023 (the “Surcharge Analysis”), (b) the *Declaration of Tanner James in Support of Motion for Entry of an Order Authorizing Debtor to Surcharge the Collateral of Genesis Global Holdco, LLC, Enigma Securities Limited, and AVT Nevada, L.P.* [ECF No. 927] (the “James Declaration”), and (c) that certain document entitled “7.26.23 Coin Cloud – Preliminary Sale Analysis vSHARE-C” sent on behalf of the Debtor to counsel for Enigma via email on July 26, 2023 (the “Sale Proceeds Analysis”).

11. Any analysis, evaluation, or assessment of the scope of other secured lenders’ collateral or property interests, including but not limited to those conducted in preparing the Surcharge Analysis, the James Declaration, or the Sale Proceeds Analysis.

12. Any analysis, evaluation, or assessment of the necessity or reasonableness of the costs proposed to be surcharged as set forth in the Surcharge Analysis or the James Declaration.

13. Any analysis, evaluation, or assessment of the benefit obtained by Enigma as a result of the costs proposed to be surcharged as set forth in the Surcharge Analysis or the James Declaration.

14. The nature and amount of any costs proposed to be surcharged as set forth in the Surcharge Analysis or the James Declaration.

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15. The Debtor's digital currency machine inventory.

DATED this 26th day of July 2023.

/s/ Andrew Kissner

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Attorneys For Enigma Securities Limited

CERTIFICATE OF SERVICE

1. On July 26, 2023, I served the following document(s): **ENIGMA SECURITIES LIMITED'S NOTICE OF DEPOSITION OF DEBTOR CASH CLOUD INC., DBA COIN CLOUD PURSUANT TO FRCP 30(B)(6)**

2. I served the above document(s) by the following means to the persons as listed below:

☒ a. ECF System: Under Administrative Order 02-1 (Rev. 8-31-04) of the United States Bankruptcy Court for the District of Nevada, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities.

☐ b. United States mail, postage fully prepaid:

☐ c. Personal Service:

I personally delivered the document(s) to the persons at these addresses:

☐ For a party represented by an attorney, delivery was made by handing the document(s) at the attorney's office with a clerk or other person in charge, or if no one is in charge by leaving the document(s) in a conspicuous place in the office.

☐ For a party, delivery was made by handling the document(s) to the party or by leaving the document(s) at the person's dwelling house or usual place of abode with someone of suitable age and discretion residing there.

☐ d. By direct email (as opposed to through the ECF System):

Based upon the written agreement of the parties to accept service by email or a court order, I caused the document(s) to be sent to the persons at the email addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☐ e. By fax transmission:

Based upon the written agreement of the parties to accept service by fax transmission or a court order, I faxed the document(s) to the persons at the fax numbers listed below. No error was reported by the fax machine that I used. A copy of the record of the fax transmission is attached.

☐ f. By messenger:

I served the document(s) by placing them in an envelope or package addressed to the persons at the addresses listed below and providing them to a messenger for service.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: July 26, 2023

By: /s/ Bart K. Larsen